

**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF VIRGINIA**

PENNY L. BRADLEY

Plaintiff,

v.

C.A. No.

ARMSTRONG AUTO SALES INC., a  
a Virginia Corporation

Travis Armstrong, President and Director  
1370 North Main Street  
Harrisonburg, VA 22802

TRAVIS ARMSTRONG  
1370 North Main Street  
Harrisonburg, VA 22802

and

CREDIT ACCEPTANCE CORPORATION  
a Michigan Corporation

Bank of America Center, 16<sup>th</sup> Floor  
1111 East Main Street  
Richmond, VA 23219

Defendants.

**NOTICE OF REMOVAL**

PLEASE TAKE NOTICE that Defendant Credit Acceptance Corporation, pursuant to 28 U.S.C. §§ 1441, *et seq.*, hereby removes to this Court the action entitled Penny Bradley v. Credit Acceptance Corporation, et. al, Case No. CL13-01265 filed in the Circuit Court for Rockingham County, Virginia (the "Action"). Copies of Plaintiff's Complaint and other documents, constituting all process, pleadings, and orders received by Defendant Credit Acceptance Corporation are attached as Exhibit A.

## COMPLAINT

1. On or about April 5, 2013, Plaintiff filed a Complaint against Armstrong Auto Sales Inc., Travis Armstrong, and Credit Acceptance Corporation (collectively, “Defendants”) in the Circuit Court for Rockingham County, Virginia.

2. In the Complaint, Plaintiff alleges that Defendants fraudulently sold her a vehicle that she believed to include a 24 months/24,000 miles warranty as part of the sales price of the car. (Complaint at ¶¶ 1; 16.)

3. Plaintiff further claims that Defendants charged her for this coverage without providing it. (*Id.* at ¶ 1.)

4. Plaintiff contends that the above alleged conduct violated the Virginia Consumer Protection Act and the federal Truth in Lending Act (“TILA”), 15 U.S.C. § 1601, *et seq.* (*Id.* at ¶¶ 67-71; 76-80.)

5. Plaintiff further claims that the above alleged conduct gives rise to state law causes of action for fraud and conspiracy. (*Id.* at ¶¶ 59-66.)

6. Via those claims, Plaintiff seeks compensatory damages, statutory damages, treble damages, punitive damages, attorneys’ fees and costs and a declaration that the retail installment contract is canceled. (Complaint.)

7. Credit Acceptance Corporation was served with the Complaint on April 30, 2013. Accordingly, this Notice of Removal is timely because it has been filed within the thirty-day period prescribed by 28 U.S.C. § 1446(b).

8. All defendants consent to the removal of the Action. *See* e-mail from Lindsay C. Brubaker attached as Exhibit B.

### **JURISDICTION**

9. Under 28 U.S.C. § 1331, removal is appropriate if the district courts have original jurisdiction founded on a claim or right arising under the laws of the United States and shall be removable without regard to the citizenship or residence of the parties.

10. This Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1331. This civil action arises under federal law, as it purports to state a claim under TILA. (Complaint at ¶¶ 76-80.)

11. This Court also has supplemental jurisdiction over this action pursuant to 28 U.S.C. § 1367. The Complaint purports to state fraud and conspiracy claims pertaining to the retail installment contract at issue. These claims are part of the same case or controversy as the claims arising under federal law.

### **PROCEDURAL REQUIREMENTS**

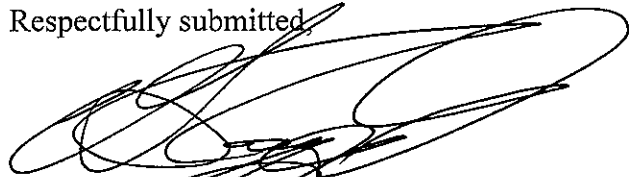
12. Annexed to this Notice, in accordance with 28 U.S.C. § 1446, are copies of all papers, pleadings, and orders received by Credit Acceptance Corporation.

13. Credit Acceptance Corporation will file a copy of this Notice with the Clerk of the Circuit Court for the County of Rockingham, Virginia, in accordance with 28 U.S.C. § 1446(d).

14. Credit Acceptance Corporation expressly reserves all rights and defenses relating to Plaintiff's claims.

WHEREFORE, Credit Acceptance Corporation, with the consent of all defendants, removes this action from the Circuit Court for Rockingham County, Virginia to this Court pursuant to 28 U.S.C. § 1441.

Respectfully submitted,



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Constantinos G. Panagopoulos (VA Bar No. 33356)  
BALLARD SPAHR LLP  
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Washington, DC 20006-1157  
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[cgp@ballardspahr.com](mailto:cgp@ballardspahr.com)

Dated: May 2, 2013

Attorney for Defendant

**CERTIFICATE OF SERVICE**


I certify that I have this 2nd day of May 2013, caused the foregoing Notice of Removal with Exhibit A to be served by first-class mail, postage prepaid, upon:

Timothy E. Cupp  
Cupp & Cupp, P.C.  
1951-D Evelyn Byrd Avenue  
P.O. Box 589  
Harrisonburg, VA 22803-0589

Thomas D. Domonoske  
461 Lee Avenue  
Harrisonburg, VA 22802

Armstrong Auto Sales  
c/o Travis Armstrong, President and Director  
1370 North Main Street  
Harrisonburg, VA 22802

Travis Armstrong  
1370 North Main Street  
Harrisonburg, VA 22802

  
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Constantinos G. Panagopoulos